

MRI STANDARD TERMS AND CONDITIONS OF SALE

1. The quantity(ies) and requested delivery time(s) ("Specific Delivery Terms") for each release of products will be set forth in customer's purchase order(s) or EDI transaction statements received and accepted by Metal Resources Steel Framing, LLC (d/b/a "MRI Steel Framing" and hereinafter referred to as "MRI"). Except for the Specific Delivery Terms, no other terms or conditions set forth in any customer request, purchase order or EDI transaction statement will apply to the sale of MRI's products. The terms of sale (collectively, the "Contract Terms") are limited to the terms contained in the Project Quotation (if any), the Specific Delivery Terms, the Order Acknowledgement and the MRI Standard Terms and Conditions of Sale ("MRI Terms"). Any proposal for additional or different terms is hereby rejected and will have no effect. In the event of a conflict or inconsistency between the Project Quotation, Order Acknowledgement or Invoice and the MRI Terms, the Project Quotation, Order Acknowledgement or Invoice shall prevail. MRI may correct clerical errors in any Project Quotation, Order Acknowledgement or Invoice and send customer a corrected version.
2. Any conduct by customer which recognizes the existence of a contract with MRI, including (without limitation) acceptance of product delivery, will be conclusive evidence of customer's assent to the Contract Terms. Orders are firm and not subject to cancellation or revision except with the prior written consent of MRI. Customer is responsible for all cancellation, restocking or other charges associated with order cancellation or revision.
3. Unless otherwise expressly agreed in writing, all products are manufactured on a "make and ship" basis. Customer agrees to release for shipment and accept products on this basis or as specified in the Contract Terms. Customer will pay MRI's costs incurred, including (without limitation) storage costs, if customer fails to release products for shipment on this basis or as specified in the Contract Terms.
4. Unless otherwise expressly agreed in writing, customer pays the freight and the delivery term is F.O.B. MRI's plant. Customer shall specify the type of carrier and routing. In the absence of such specification, MRI will select the carrier and routing and will not be liable for any delays or excessive transportation charges resulting from its selection.
5. Unless otherwise expressly agreed in writing, shortages of up to 5% and overages of up to 10% are allowed and acceptable to customer and MRI. Scrap material resulting from the processing of the products shall remain or become the property of MRI and customer hereby assigns all right, title and interest in and to such scrap to MRI.
6. MRI reserves the right to pass through increases in raw material or other direct costs of its products between order acknowledgement and shipment. Product prices do not include sales, use or other taxes, or tariffs or government charges, applicable to the manufacture or sale of the products. All such taxes, tariffs or charges, other than taxes on MRI's income, will be paid by customer. MRI reserves the right to invoice separately any taxes, tariffs or charges that may be imposed subsequent to product shipment. Applicable tax exemption certificates must accompany any order to which the same applies. Payment terms are net/30 days from the invoice date, subject to credit approval.
7. Unless otherwise expressly agreed in writing, all tooling used by MRI in the processing of the products shall remain the property of MRI. Invoices for tooling charges may be rendered prior to processing the products.
8. If customer fails to pay for any shipments on terms or reasonable grounds for insecurity otherwise arise, MRI will have the right to revoke any credit customer has and/or suspend further shipments until receipt of adequate assurance of performance from customer. MRI reserves the right to assess all amounts not paid on terms with interest at the rate of 1.0% per month, unless this rate exceeds the highest rate permitted by law, in which event the rate shall be the highest rate permitted by law. Customer will pay all invoice amounts without setoff or deduction of any kind. Customer will pay all costs and expenses (including but not limited to reasonable legal fees) incurred by MRI to collect late payments or other amounts due from customer.
9. MRI's performance will be excused upon and during continuation of any event, condition or occurrence beyond MRI's reasonable control, including but not limited to fire, flood, storm, acts of God, war, civil insurrection, epidemic, pandemic, quarantine, acts of terrorism, labor disturbances and lack of transportation services, utilities or supplies.
10. MRI warrants solely to customer that, upon shipment, products manufactured by MRI will conform to all published MRI specifications (subject to published MRI or customary industry tolerances and variations) and, for one year following the date of manufacture, such products will be free from defects in materials and workmanship. To the extent MRI subcontracts product finishing or other processing, such finishing or processing is warranted solely by the subcontractor and MRI will either pass through such warranty to customer or use reasonable efforts to assist customer in processing any subcontractor warranty claim. MRI will not be liable under any circumstances where the claimed damages result from (a) use of the products in applications that are not approved by MRI, improper installation of products or failure to maintain the products in accordance with MRI recommendations, (b) repair or alteration of the products by anyone other than MRI, (c) rust or outside corrosion occurring subsequent to product delivery, (d) any abuse or neglect of the

products, (e) substitution of MRI products for non-MRI products used as part of a system, (f) any accident involving the products caused by anyone other than MRI, or (g) customer providing incorrect information to MRI, including (without limitation) incorrect dimensions, design or loads. In addition, MRI will not be liable under any circumstances where the claimed damages result from customer or a third party failing to store, handle, use or distribute the products in accordance with MRI specifications or best practices in the applicable industry. **OTHER THAN THESE LIMITED WARRANTIES, MRI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR PERFORMANCE OF ITS PRODUCTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH ARE DISCLAIMED AND EXCLUDED.**

11. Customer must complete its inspection of all products for obvious defects or errors in weight or quantities immediately upon receipt and for all other matters within thirty (30) days of delivery. Customer may not reject products for any reason other than breach of the limited warranties contained in the MRI Terms. Written notice of rejection for obvious defects or errors in weight or quantities must be received by MRI within five (5) days of delivery and written notice of rejection for any other breach must be received by MRI within thirty-five (35) days of delivery. Product acceptance shall be deemed to occur after such five-day or 35-day notice period, whichever is applicable, absent MRI's receipt of written notice of rejection.
12. Customer will promptly notify MRI in writing of any products that do not conform to the limited warranties contained in the MRI Terms. MRI will have a reasonable opportunity to inspect and test any such products to verify non-conformance before any remedy is exercised. Products may not be returned to MRI without MRI's prior approval and returns may be subject to restocking or other charges. The customer's sole and exclusive remedy for breach of such limited warranties or otherwise relating to the MRI products shall be for MRI, at its option, to repair or replace within a commercially reasonable time, or provide a refund or credit in the amount of the purchase price of, any products found by MRI or a court of competent jurisdiction to breach such limited warranties. Repairs shall be performed at the location designated by MRI and customer may be required to return the product to such location at customer's expense. **ANY CLAIM OR CAUSE OF ACTION FOR BREACH OF SUCH LIMITED WARRANTIES OR OTHERWISE RELATING TO THE PRODUCTS MUST BE MADE OR BROUGHT, AS THE CASE MAY BE, WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION HAS ACCRUED.**
13. In no event will MRI's obligation or liability for breach of contract or otherwise exceed the purchase price of any non-conforming or defective Products which are the subject of any dispute between MRI and customer or any third party claim or cause of action. Customer shall be solely responsible for ensuring that all specifications, drawings, information, advice, recommendations or requests provided to MRI by customer or any of its agents are accurate and suitable. MRI's examination or consideration of any such specifications, drawings, information, advice, recommendations or requests shall not result in any liability on the part of MRI. The customer is ultimately responsible for determining product suitability for a particular application. **MRI SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES.**
14. Each of MRI and customer (an "Indemnitor") will indemnify, defend and hold the other (an "Indemnitee") harmless from and against all claims, suits, costs and liabilities to the extent arising from (a) Indemnitor's breach of the Contract Terms, including but not limited to MRI's breach of the limited warranty contained in Section 10 of the MRI Terms, (b) claims arising out of the Indemnitor's negligence or willful misconduct, or the negligence or willful misconduct of Indemnitor's employees, agents or representatives, and (c) claims arising out of matters which are the responsibility of Indemnitor, or Indemnitor's employees, agents or representatives. Items for which Customer is required to indemnify, defend and hold harmless MRI include (without limitation): (i) the obligation to pay taxes, tariffs or charges pursuant to Section 6, (ii) the failure to follow instructions, warnings or recommendations furnished by MRI relating to the products (including, without limitation, applicable ASTM standards), (iii) the failure to comply with applicable laws and regulations (including, without limitation, OSHA standards), (iv) designing non-standard products for MRI to fabricate, (v) unauthorized modification of the products or use of improper installation procedures, and (vi) the failure to comply with Section 16 or any privacy or data protection laws applicable to the customer. Indemnitee shall not be indemnified against the harm caused by its own negligence or willful misconduct, or the negligence or willful misconduct of Indemnitee's employees, agents or representatives. Furthermore, this indemnification provision shall not negate the availability of tort defenses, such as contributory negligence, or alter any applicable rules regarding comparative fault. Indemnitee shall not be entitled to invoke this indemnification provision in an effort to expand any limitations of liability or exclusive remedies expressed in the MRI Terms. As a condition precedent to indemnification, the Indemnitee is required to give reasonable written notice of the claim to Indemnitor and cede control of the defense of any such claim to Indemnitor. Indemnitee shall also provide reasonable cooperation to the Indemnitor in defending such a claim at the expense of the Indemnitor.
15. Except to the extent customer has paid all costs and expenses of any design or development work performed by MRI for the customer, all right, title and interest in and to such work shall vest in and remain with MRI. Customer hereby assigns

(and shall cause its employees or representatives to assign) to MRI all of their right, title and interest in and to such work, and MRI shall be free to exploit such work on behalf of any customer. Notwithstanding MRI's delivery of products to customer, customer agrees that (a) MRI is the exclusive owner of (and retains all right, title and interest in and to) all inventions developed or conceived of by MRI (or its employees or representatives), and all associated patent rights, (b) MRI is the exclusive owner of (and retains all right, title and interest in and to) all other intellectual property rights developed or acquired by MRI that relate to the products, and (c) MRI has not provided to customer any express or implied license to use any MRI trademark, service mark, trade dress, or trade name. MRI will have no obligation for any intellectual property infringement claim due to (x) any use of MRI products in combination with other products or materials or in a manner not expressly authorized by MRI or that involves any modification of MRI's products, or (y) any MRI products made to customer's specifications or design.

16. Privacy Consent Notice: MRI collects and maintains certain personal data in its business-to-business relationships, as needed for the purposes described below, including the customer's representatives' or employees' name, title, email address, phone numbers and mailing address ("Personal Data"). Such Personal Data may be needed in order for MRI to be able to communicate with the customer and to manage the sale and supply of products to the customer. MRI may share Personal Data with its affiliates in order to support the sale or supply of products and related services. MRI and its affiliates will collect and use Personal Data in accordance with applicable privacy and data protection laws in order to communicate with the customer regarding existing and potential supply activities, for customer relationship management and other legitimate business purposes related to customer's and MRI's relationship. It is the customer's responsibility to inform its employees and representatives of the information set out in this clause. It is also customer's responsibility to ensure the security and integrity of the Personal Data when it is in transit from the customer to MRI. CUSTOMER CONSENTS AND WILL SECURE ALL NECESSARY CONSENT AND AUTHORITY OF ITS EMPLOYEES AND REPRESENTATIVES TO THE TRANSFER TO AND PROCESSING OF ANY PERSONAL DATA BY MRI OR ITS AFFILIATES, WHETHER LOCATED IN THE UNITED STATES OR ANY OTHER COUNTRIES, FOR THE PURPOSES DESCRIBED IN THIS PARAGRAPH OR FOR ANY OTHER PURPOSE TO WHICH CUSTOMER CONSENTS.
17. Any notice required herein shall be given in writing and in a manner expressly provided herein. Any such notice shall be effective as follows: (i) if sent via e-mail and mail, when transmission is confirmed and a hard copy has been deposited in the mail; (ii) if sent via overnight courier, on the next business day following deposit with a recognized overnight courier service; (iii) if sent via certified mail, on the third mail day following deposit with the postal service; or, (iv) if delivered by hand, when received by an agent or representative of the recipient. Any such notice must be addressed and sent to an authorized official of the recipient.
18. All offers to purchase, quotations, and contracts of sale are subject to final acceptance by MRI at its offices in Hinsdale, Illinois. If the customer is a U.S. resident, this agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles, and MRI and customer agree that any disputes arising under or in connection with the agreement will be litigated, if at all, solely in the courts of the State of Illinois and/or federal courts located in the County of Cook and/or the City of Chicago, Illinois. If customer is not a U.S. resident, any claim or controversy arising out of or relating to the Contract Terms, including but not limited to its breach, existence, validity or enforceability, will be settled by binding arbitration by a single arbitrator under the Commercial Rules of Arbitration of the American Arbitration Association and conducted in Chicago, Illinois, U.S.A., and the laws of the State of Illinois and the United States will govern the Contract Terms, irrespective of its conflicts of law provisions. The arbitrator's ruling shall be final and may be enforced in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The language of the agreement is English.
19. The Contract Terms are (i) a final written expression of all of the terms of the parties' agreement with respect to the sale of MRI's products and (ii) a complete and exclusive statement of those terms. The Contract Terms may only be amended or supplemented in a writing signed by duly authorized representatives of the parties. The Contract Terms may only be waived in a writing signed by a duly authorized representative of the party against whom enforcement is sought. This agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Either party may assign the agreement to a buyer of all or substantially all of the assets of such party dedicated to the performance of the Contract Terms.